

UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF NORTH CAROLINA

UNITED STATES OF AMERICA)	
Plaintiff,)	
)	
v.)	Case No.: 1:20CV118
)	
JUSTIN M. WALKER,)	
Defendant.)	

COMPLAINT

The United States of America, by and through Matthew G.T. Martin, United States Attorney for the Middle District of North Carolina, brings this action, pursuant to 18 U.S.C. § 3613, the Federal Debt Collection Procedures Act (the “FDCPA”), 28 U.S.C. § 3001, et seq., complaining and alleging as follows:

1. The Court has jurisdiction over this action by virtue of 28 U.S.C. §1345.
2. Defendant Justin M. Walker (“Defendant”) resides in Elon, North Carolina, within the jurisdiction of this court.
3. On June 13, 2013, Defendant executed promissory notes to the United States Department of Agriculture, Farm Service Agency, copies of which are attached hereto as Exhibits 1 and 2.
4. Defendant has defaulted in the payments due under said notes and owes the United States the total amount of \$46,459.86, plus interest at the rate of 1.25 percent per annum from January 14, 2020, until judgment; together with post-judgment interest as allowed by law and costs, as is more fully shown on the Affidavit of Indebtedness attached hereto as Exhibit 3.

4. The United States has made demand upon the Defendant for payment of the aforesaid indebtedness, but Defendant has failed, neglected, and refused to satisfy said indebtedness.

5. Upon information and belief, Defendant is not an infant or incompetent person and is not in the military service within purview of the Servicemembers Civil Relief Act, 50 USC App. §§ 3901, et seq., as amended (formerly known as the Soldiers' and Sailors' Civil Relief Act of 1940). The United States has contacted the Defense Manpower Data Center and was informed that it does not possess any information indicating Defendant's status as active.

WHEREFORE, plaintiff United States of America prays for a money judgment against defendant Justin M. Walker for the amount of \$46,459.86, plus interest at the rate of 1.25 percent per annum from January 14, 2020, until judgment; together with post-judgment interest as allowed by law, costs and for such other and further relief as the court may deem just, fair, and reasonable.

Date: February 6, 2020

Respectfully submitted,

MATTHEW G.T. MARTIN
United States Attorney

/s/ Nathan L. Strup
Nathan L. Strup, Mo. Bar No. 60287
Assistant U. S. Attorney
Middle District of North Carolina
101 S. Edgeworth Street, 4th Floor
Greensboro, NC 27401
(336) 333-5351/nathan.strup@usdoj.gov

Pursuant to Fed. R. Civ. P. 5.2 and/or
Fed. R. Crim. P. 49.1, Personal Data
Identifiers Have Been Redacted

Form Approved - OMB No. 0560-0237

This form is available electronically.

(See Page 3 for Privacy Act and Paperwork Reduction Act Statements.)

FSA-2026
(12-05-12)

U.S. DEPARTMENT OF AGRICULTURE
Farm Service Agency

Position 2

PROMISSORY NOTE

1. Name Justin M. Walker		2. State North Carolina	3. County Caswell
4. Case Number 38-017- [REDACTED]	5. Fund Code 44	6. Loan Number 02	7. Date June 13, 2013
8. TYPE OF ASSISTANCE 210 OL-BF-Reg-1YR-SDA		9. ACTION REQUIRING PROMISSORY NOTE: <input type="checkbox"/> Initial loan <input type="checkbox"/> Conservation easement <input type="checkbox"/> Deferred payments <input type="checkbox"/> Consolidation <input type="checkbox"/> Rescheduling <input type="checkbox"/> Debt write down <input checked="" type="checkbox"/> Subsequent loan <input type="checkbox"/> Reamortization	

10. FOR VALUE RECEIVED, the undersigned borrower and any cosigners jointly and severally promise to pay to the order of the United States of America, acting through the Farm Service Agency, United States Department of Agriculture ("Government"), or its assigns, at its office in (a) Reidsville, North Carolina 27320 or at such other place as the Government may later designate in writing, the principal sum of (b) One hundred Thousand and no/100----- dollars (c) (\$ 100,000.00-----), plus interest on the unpaid principal balance at the RATE of (d) One and One fourth----- percent (e) 1.25----- %) per annum. If this note is for a Limited Resource loan (indicated in Item 8) the Government may **CHANGE THE RATE OF INTEREST** in accordance with its regulations, by giving the borrower thirty (30) days prior written notice by mail to the borrower's last known address. The new interest rate shall not exceed the highest rate established in the Government's regulations for the type of loan indicated in Item 8.

11. Principal and interest shall be paid in (a) One installments as indicated below, except as modified by a different rate of interest on or before the following dates:

(b) Installment amount	(c) Due Date	(b) Installment amount	(c) Due Date
\$ 101,250.00	6/13/2014	\$ N/A	
\$		\$	
\$		\$	
\$		\$	

and (d) \$ N/A thereafter on the (e) N/A of each (f) N/A until the principal and interest are fully paid except that the final installment of the entire indebtedness evidenced hereby, if not sooner paid, shall be due and payable (g) One years from the date of this note, and except that prepayments may be made as provided below. The consideration for this note shall also support any agreement modifying the foregoing schedule of payments.

12. If the total amount of the loan is not advanced at the time of loan closing, the loan funds shall be advanced to the borrower as requested by the borrower and approved by the Government. Approval by the Government will be given, provided the advance is requested for a purpose authorized by the Government. Interest shall accrue on the amount of each advance from the actual date disbursed.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all of its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, political beliefs, genetic information, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotope, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Assistant Secretary for Civil Rights, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Stop 9410, Washington, DC 20250-9410, or call toll-free at (866) 632-9992 (English) or (800) 877-8339 (TDD) or (866) 377-8642 (English Federal-relay) or (800) 845-6136 (Spanish Federal-relay). USDA is an equal opportunity provider and employer.

Initial J.M.W. Date 6-13-2013



13. Any amount advanced or expended by the Government for the collection of this note or to preserve or protect any security for the loan or otherwise expended under the terms of any security agreement or other instrument executed in connection with the loan evidenced by this note, at the option of the Government shall become a part of and bear interest at the same rate as the principal of the debt evidenced by this note and be immediately due and payable by the Borrower to the Government without demand.

14. Every payment made on any indebtedness evidenced by this note shall be applied according to priorities set in 7 CFR Part 765, or any successor regulation.

15. Prepayment of scheduled installments, or any portion of these installments, may be made at any time at the option of the Borrower. Refunds and extra payments shall, after payment of interest, be applied to the last installments to become due under this note and shall not affect the obligation of the Borrower to pay the remaining installments as scheduled in this note.

16. Property constructed, improved, purchased, or refinanced in whole or in part with the loan evidenced by this note shall not be leased, assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government. Unless the Government consents otherwise in writing, the Borrower will operate such property as a farm.

17. If "Debt Write Down," "Consolidation," "Rescheduling," or "Reamortization" is indicated in Item 9, this note is given to consolidate, reschedule or reamortize, but not in satisfaction of, the unpaid principal and interest on the following described notes or assumption agreements under new terms:

(a) FUND CODE/ LOAN NO.	(b) FACE AMOUNT	(c) INTEREST RATE	(d) DATE (MM-DD-YYYY)	(e) ORIGINAL BORROWER	(f) LAST INSTALL. DUE (MM-DD-YYYY)
	\$	%			
	\$	%			
	\$	%			
	\$	%			
	\$	%			
	\$	%			
	\$	%			

18. Security instruments taken in connection with the loans evidenced by these described notes and other related obligations are not affected by this consolidation, write down, rescheduling, or reamortization. These security instruments shall continue to remain in effect and the security given for the loans evidenced by the described notes shall continue to remain as security for the loan evidenced by this note, and for any other related obligations.

19. If at any time it shall appear to the Government that the Borrower may be able to obtain financing from a responsible cooperative or private credit source at reasonable rates and terms for loans for similar purposes and period of time, the Borrower will, at the Government's request, apply for and accept a loan in sufficient amount to pay this note in full and, if the lender is a cooperative, to pay for any necessary stock. The provisions of this paragraph do not apply if the loan represented by this promissory note was made to the Borrower as a nonprogram loan or a Conservation Loan.

Initial J.M.W. Date 6-13-2013

20. The Borrower recognizes that the loan described in this note will be in default should any loan proceeds be used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity as provided in 7 CFR Part 1940, subpart G, Exhibit M, or any successor regulation.
21. Failure to pay when due any debt evidenced by this note or perform any covenant of agreement under this note shall constitute DEFAULT under this and any other instrument evidencing a debt of the Borrower owing to the Government or securing or otherwise relating to such debt; and default under any such other instrument shall constitute default under this note. Upon such default, the Government at its option may declare all or any part of any such indebtedness immediately due and payable.
22. This note is given as evidence of a loan to the Borrower made by the Government pursuant to the Consolidated Farm and Rural Development Act and for the type of loan as indicated in Item 8. This note shall be subject to the present regulations of the Government and to its future regulations not inconsistent with the express provisions of this note.
23. Presentment, protest, and notice are waived.


Justin M. Walker (Borrower) (SEAL)

5095 Kerrs Chapel Road
Elon, NC 27244

NOTE: The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. 552a - as amended). The authority for requesting the information identified on this form is the Consolidated Farm and Rural Development Act, as amended (7 U.S.C. 1921 *et seq.*). The information will be used to determine eligibility and feasibility for loans and loan guarantees, and servicing of loans and loan guarantees. The information collected on this form may be disclosed to other Federal, State, and local government agencies, Tribal agencies, and nongovernmental entities that have been authorized access to the information by statute or regulation and/or as described in the applicable Routine Uses identified in the System of Records Notice for USDA/FSA-14, Applicant/Borrower. Providing the requested information is voluntary. However, failure to furnish the requested information may result in a denial for loans and loan guarantees, and servicing of loans and loan guarantees. The provisions of criminal and civil fraud, privacy, and other statutes may be applicable to the information provided.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0560-0237. The time required to complete this information collection is estimated to average 20 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. **RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.**

Pursuant to Fed. R. Civ. P. 5.2 and/or
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FSA-2026 (12-05-12)		U.S. DEPARTMENT OF AGRICULTURE Farm Service Agency		Position 2
PROMISSORY NOTE				
1. Name Justin M. Walker		2. State North Carolina		3. County Caswell
4. Case Number 38-017-██████████	5. Fund Code 44	6. Loan Number 03	7. Date June 13, 2013	
8. TYPE OF ASSISTANCE		9. ACTION REQUIRING PROMISSORY NOTE: <div style="display: flex; flex-wrap: wrap;"> <div style="width: 33%;"><input type="checkbox"/> Initial loan</div> <div style="width: 33%;"><input type="checkbox"/> Conservation easement</div> <div style="width: 33%;"><input type="checkbox"/> Deferred payments</div> <div style="width: 33%;"><input type="checkbox"/> Consolidation</div> <div style="width: 33%;"><input checked="" type="checkbox"/> Rescheduling</div> <div style="width: 33%;"><input type="checkbox"/> Debt write down</div> <div style="width: 33%;"><input type="checkbox"/> Subsequent loan</div> <div style="width: 33%;"><input type="checkbox"/> Reamortization</div> </div>		

10. FOR VALUE RECEIVED, the undersigned borrower and any cosigners jointly and severally promise to pay to the order of the United States of America, acting through the Farm Service Agency, United States Department of Agriculture ("Government"), or its assigns, at its office in (a) Reidsville, North Carolina 27320 or at such other place as the Government may later designate in writing, the principal sum of (b) Twenty Thousand Two Hundred Forty Four and 27/100----- dollars (c) (\$ 20,244.27-----), plus interest on the unpaid principal balance at the RATE of (d) One and One fourth----- percent (e) 1.25----- % per annum. If this note is for a Limited Resource loan (indicated in Item 8) the Government may **CHANGE THE RATE OF INTEREST** in accordance with its regulations, by giving the borrower thirty (30) days prior written notice by mail to the borrower's last known address. The new interest rate shall not exceed the highest rate established in the Government's regulations for the type of loan indicated in Item 8.

11. Principal and interest shall be paid in (a) Fifteen

installments as indicated below, except as modified by a different rate of interest on or before the following dates:

(b) Installment amount	(c) Due Date	(b) Installment amount	(c) Due Date
\$ 1,489.00	6/13/2014	\$ 1,489.00	6/13/2015
\$		\$	
\$		\$	
\$		\$	

and (d) \$ 1,489.00 thereafter on the (e) 13th of June of each (f) Year until the principal and interest are fully paid except that the final installment of the entire indebtedness evidenced hereby, if not sooner paid, shall be due and payable (g) Fifteen years from the date of this note, and except that prepayments may be made as provided below. The consideration for this note shall also support any agreement modifying the foregoing schedule of payments.

12. If the total amount of the loan is not advanced at the time of loan closing, the loan funds shall be advanced to the borrower as requested by the borrower and approved by the Government. Approval by the Government will be given, provided the advance is requested for a purpose authorized by the Government. Interest shall accrue on the amount of each advance from the actual date disbursed.

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Initial J.M.W. Date 6-13-2013



13. Any amount advanced or expended by the Government for the collection of this note or to preserve or protect any security for the loan or otherwise expended under the terms of any security agreement or other instrument executed in connection with the loan evidenced by this note, at the option of the Government shall become a part of and bear interest at the same rate as the principal of the debt evidenced by this note and be immediately due and payable by the Borrower to the Government without demand.

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16. Property constructed, improved, purchased, or refinanced in whole or in part with the loan evidenced by this note shall not be leased, assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government. Unless the Government consents otherwise in writing, the Borrower will operate such property as a farm.

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(a) FUND CODE/ LOAN NO.	(b) FACE AMOUNT	(c) INTEREST RATE	(d) DATE (MM-DD-YYYY)	(e) ORIGINAL BORROWER	(f) LAST INSTALL. DUE (MM-DD-YYYY)
44-01	\$ 50,000.00	1.25 %	7/23/2012	Justin M. Walker	7/23/2013
	\$	%			
	\$	%			
	\$	%			
	\$	%			
	\$	%			
	\$	%			

18. Security instruments taken in connection with the loans evidenced by these described notes and other related obligations are not affected by this consolidation, write down, rescheduling, or reamortization. These security instruments shall continue to remain in effect and the security given for the loans evidenced by the described notes shall continue to remain as security for the loan evidenced by this note, and for any other related obligations.

19. If at any time it shall appear to the Government that the Borrower may be able to obtain financing from a responsible cooperative or private credit source at reasonable rates and terms for loans for similar purposes and period of time, the Borrower will, at the Government's request, apply for and accept a loan in sufficient amount to pay this note in full and, if the lender is a cooperative, to pay for any necessary stock. The provisions of this paragraph do not apply if the loan represented by this promissory note was made to the Borrower as a nonprogram loan or a Conservation Loan.

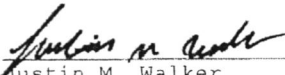
Initial J.M.W. Date 6-17-2013

20. The Borrower recognizes that the loan described in this note will be in default should any loan proceeds be used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity as provided in 7 CFR Part 1940, subpart G, Exhibit M, or any successor regulation.

21. Failure to pay when due any debt evidenced by this note or perform any covenant of agreement under this note shall constitute DEFAULT under this and any other instrument evidencing a debt of the Borrower owing to the Government or securing or otherwise relating to such debt; and default under any such other instrument shall constitute default under this note. Upon such default, the Government at its option may declare all or any part of any such indebtedness immediately due and payable.

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Justin M. Walker

(SEAL)
(Borrower)

5095 Kerrs Chapel Road
Elon, NC 27244

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AFFIDAVIT OF INDEBTEDNESS

NAME OF BORROWER: Justin M. Walker

Loan Code	Note Rate	Date Of Note	Face Amount	Current Amount Outstanding Principal	Interest Accrued Through 01/13/2020	Interest Daily Accrual Rate	Interest Amount Delinquent
44-02	1.250	06/13/2013	\$100,000.00	\$26,783.92	\$2,039.06	\$.9173	\$28,822.98
44-03	1.250	06/13/2013 (07/23/2012)	20,244.27 (50,000.00)	17,252.25	384.63	.5908	17,636.88
Total			\$120,244.27	\$44,036.17	\$2,423.69	\$1.5081	\$46,459.86

() Denotes Promissory Note Rescheduled.

CERTIFICATION

The above account information is correct as of January 13, 2020, and represents an indebtedness that is due and owing to the United States of America through its agency, Farm Service Agency, United States Department of Agriculture. The date of last credit on the account was April 2, 2018. I certify under penalty of perjury that the foregoing is true and correct pursuant to the provisions of Title 28 U.S.C. § 1746.

Date: January 13, 2020

Paula F. Nicholls

PAULA F. NICHOLLS
Chief, Farm Loan Programs
Farm Service Agency
North Carolina State Office

